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August 7, 2023

VIA ECF

Honorable Brian M. Cogan
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York, 11201

Re: *Lynda Cutbill v. Cold Spring Harbor Central School District et. al.*,
21 Civ. 3326 (BMC)

Your Honor:

We represent Defendants Cold Spring Harbor Central School District & Cold Spring Harbor Central School District Board of Education in the above-captioned case brought by Lynda Cutbill. As the Court is aware, the parties have reached an agreement (the “Agreement”) to settle this matter and will file the stipulation of dismissal with prejudice by August 7, 2023. *See* Order dated July 17, 2023.

Defendants now write, on behalf of the parties, to request that this Court¹ retain jurisdiction, for a period of one year from the dismissal of the case, in order to enforce the terms of the Agreement in this matter. While the parties do not anticipate any issues that will require future judicial intervention, the parties agree that should any arise, this Court would be best equipped to resolve the matter. This case involves complex and sensitive issues with terms that will continue to govern the parties in the future. The terms of settlement are confidential and have not been filed publicly but, should the Court wish, the parties can file the Agreement under seal. The ability to obtain streamlined relief from the Court in the unlikely event that any issues arise would avoid the costly and time-consuming process of initiating a separate action.

Pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381 (1994), the Court may retain ancillary jurisdiction over the enforcement of a settlement agreement

¹ In the alternative, the parties request and jointly consent to the jurisdiction of Magistrate Judge Tiscione to enforce the terms of the Agreement.

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when, “a district court’s order of dismissal...either (1) expressly retain[s] jurisdiction over the settlement agreement, or (2) incorporates the terms of the settlement agreement in the order.”

Thus, the Parties request that the Court retain ancillary jurisdiction over the Agreement, for a period of one year, in its Order of Dismissal. Thank you for your consideration.

Sincerely,

Jessica G. Palmese

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